



COMPETITIVE PROCUREMENT FOR:

**City of Fredericksburg
Police Wearable Cameras and Vehicle Video
Recording System**

REFERENCE:

Request for Proposals (RFP) No. ISFY2013-005
Solicitation Requirements

CONTRACTING ENTITY:

CITY OF FREDERICKSBURG
acting by and through the
Information Technology Department,
Ms. Suzanne Goodman, CIO,
on behalf of:
offices, departments & agencies of the
the City of Fredericksburg and certain political
subdivisions

SOLE CONTACT POINT FOR INQUIRIES:

Ms. Suzanne Goodman, CIO
Information Technology Department
Phone: (540) 372-1026 ext. 200
Email: slgoodman@fredericksburgva.gov

SOLE CONTACT POINT FOR SUBMISSIONS:

City Manager's Office
P.O. Box 7447, 715 Princess Anne Street
Fredericksburg, VA 22404-7447

KEY EVENTS:

Event:

Date:

RFP Release Date	11/06/2013
Deadline for Submission of PROPOSERS' Questions	11/18/2013 Noon EST
Issuance of Official Response to PROPOSERS' Questions	11/27/2013
Proposals Due Date	12/06/2013 4 pm EST
Anticipated Notification of Award	01/24/2013
Anticipated Timeframe for Contract Execution	02/24/2013

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NAME OF SOLICITING PUBLIC BODY

City of Fredericksburg
P.O. Box 7447, 615 Princess Anne Street
Fredericksburg, VA 22404

1. Purpose

The purpose of this RFP is to solicit proposals from qualified firms and to set forth the terms and conditions whereby the City of Fredericksburg may contract with the successful Proposer to supply, install and maintain Police Wearable Cameras and a Vehicle Video Recording System.

2. Definitions

1. Contractor:
The Proposer who enters into a contract with the City of Fredericksburg to provide Police Wearable Cameras and a Vehicle Video Recording System for the City.
2. City:
The government of the City of Fredericksburg.
4. Proposer:
The entity meeting the requirements of [Section 5, Instructions to Proposers](#) and who submits a proposal in response to this RFP.
5. User:
City staff that use the Police Wearable Cameras and Vehicle Video Recording System.

3. Proposer Eligibility

Proposers must meet the requirements of this section in order to be considered for award of a contract from this solicitation.

A. Qualifications

A Proposer must have extensive knowledge of Police Wearable Cameras and Vehicle Video Recording Systems.

B. Prior Experience

A Proposer must be a commercial entity with an established track record for working with Police Wearable Cameras and Vehicle Video Recording Systems in local governments.

C. Prime Contractor

A Proposer must assume responsibility as Prime Contractor for this engagement. Subcontracting is only allowed subject to the prior written approval of the City. Proposed subcontractors must be identified at time of RFP submission.

D. Authorized to Conduct Business in Virginia

Proposers, at time of RFP submission and Contractor, throughout the term of the Contract, must be authorized to conduct business in Virginia. Prime Contractor shall notify the City immediately in the event that there is any change in its corporate status.

4. Scope of Work

Depending upon request for proposal responses, the City of Fredericksburg may elect to proceed with one or both of the intended deliverables or none at all:

- Body Worn Audio/Video Recording Camera System:
 - 75 total devices
 - 62 Patrol-type cameras with multiple wearing options, including head mounted option
 - 13 Detective-type cameras (at least static body mount in comfortable position)
- In-Car Mobile Audio/Video Recording Camera System:
 - 10 complete units; unit includes two camera – front view and rear view, crash battery system preferred but optional
 - Wireless transmitter units (microphones) with one transmitter per car, with at least 5 spare transmitters.

If the City decides to proceed with both deliverables, a phased implementation will be utilized with the Body Worn Audio/Video Recording Camera System being implemented first.

Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one prime contractor or one legal entity

which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

A. System Requirements

Please respond fully to each item listed on [Attachment D, Police Wearable Cameras and Vehicle Video Recording System Requirements](#). Omissions and/or incomplete answers will be deemed non-responsive. Requirements are rated with a desirability rating. These ratings reflect the level of importance to the City. The desirability ratings are:

“A” – Required

“B” – Very Desirable

“C” – Desirable

The checklist contains a reference number, the desirability of the requirement, the requirement, a response column, a comment column, and a cost column.

Proposers must provide a response for all requirements using the key provided.

Additional descriptive responses are encouraged. Cost Information and Additional Requirements must be completed by all Proposers.

Please respond to each requirement as indicated below:

The expected answers in the Response column along with their respective meanings are as follows:

Y= Yes

The current production release of the software provides this feature without modification.

N= No

This feature is not provided or planned.

Y/M = Modification at no cost

The system could be modified to provide this capability at no additional cost above the quoted amount to the City of Fredericksburg.

M=Modification

The system could be modified to provide this capability. Please estimate the additional cost to the City of Fredericksburg.

F=Future Release

This feature is planned for inclusion in a scheduled future release.

Please estimate the additional cost to the City of Fredericksburg. Please provide estimated release date.

Code Index:

Y =Yes

M =Modification at a cost

N =No

F =Future Release

Y/M =Modification at no cost

5. Instructions to Proposers

A. Proposal Submission

The Proposer must submit a proposal that demonstrates and provides evidence that the Proposer is able to provide suitable services and has the capabilities, professional expertise, and experience to provide Police Wearable Cameras and a Vehicle Video Recording System. The Proposer must also submit references that indicate other organizations to which Proposer is providing and has provided similar services (See [Section 9, Paragraph D](#) for more details). If the Proposer has provided services to organizations located in Virginia, they should be listed first.

1. The submission must include 3 printed copies, (1 marked "ORIGINAL" and 2 copies) and 1 electronic version in Adobe PDF on CD. The CD must be sealed in the same envelope with the original signature copy of the proposal. Failure to provide the required number of copies may disqualify the proposal.
2. The original proposal must be signed by an official authorized to legally bind the Proposer to its provisions. The signature must appear above the typed or printed name and title of the individual signing, clearly indicate the legal name, address, email address and telephone number of the Proposer (company, firm, partnership, or individual), and contain a statement that the proposal shall remain valid for at least 180 calendar days from the proposal date.
3. Proposals are to be submitted on standard 8-1/2 x 11-inch paper and stapled or placed in a binder. All proposals must be submitted with double sided printing, unless specifically shown to be impracticable. Each page must be clearly and consecutively numbered on each page. All proposals must be submitted to:

Suzanne Goodman, Chief Information Officer
City of Fredericksburg
P.O. Box 7447, 615 Princess Anne Street
Fredericksburg, VA 22404-7447

4. All Proposals must be in a sealed envelope and clearly marked in the lower left corner: "Sealed Proposal, RFP# ISFY2013-005 City of Fredericksburg Police Wearable Cameras and Vehicle Video Recording System." Proposals not so marked or sealed will be returned to the Proposer and will not be considered. Proposals must clearly indicate the legal name, address, telephone number, and email address of the Proposer (company, firm, partnership, or individual). Proposals must be signed above the typed or printed name and title of the individual signing on behalf of the Proposer. The Proposer is responsible for all expenses incurred in making the Proposal. **All Proposals must be received by 4:00 P.M. on December, 6th, 2013. Any Proposal received after this time and date will not be considered.**
5. The Proposer has the sole responsibility to have the proposal received by the City on time and at the correct address. Please note that Federal Express and other overnight delivery services may not guarantee morning delivery to Fredericksburg, VA. Next day delivery usually arrives in mid-to-late afternoon. If you will be using one of these services for delivery of your proposal, please take this information into consideration.
6. Trade secrets or proprietary information submitted by a Proposer in connection with a procurement transaction is not subject to disclosure under the Virginia Freedom of Information Act. However, the Proposer must (i) invoke the protection of Virginia Code § 2.2-4342(F) prior to or upon submission of the data; (ii) identify the data to be protected; and (iii) state the reasons why protection is necessary. ***Proposers may not declare an entire proposal to be proprietary and may not declare pricing information to be proprietary.***
7. All documents, reports, proposals, submittals, working papers, or other materials prepared by the Proposer pursuant to this proposal shall become the sole and exclusive property of the City.
8. Terms and conditions differing from those in this RFP are cause for disqualification of the Proposal.
9. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.
10. Any Proposal may be withdrawn up until the time set for the opening of the Proposal. Any Proposals not so withdrawn constitute an irrevocable offer for a period of 180 days.

B. Questions concerning this RFP

1. Questions concerning this RFP should be directed to:

Suzanne Goodman, Chief Information Officer
City of Fredericksburg
slgoodman@fredericksburgva.gov
Phone: (540) 372-1026 x200
Fax: (540) 371-8651

2. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to the City's Chief Information Officer. The City is not responsible for oral interpretations given by an employee, representative, or other person. The issuance of a written addendum signed by the City's Chief Information Officer is the only official method whereby interpretation, clarification, or additional information can be given. The City will post and addenda to the Internet at:

www.fredericksburgva.gov/Bids.aspx

Proposers are responsible for checking this website regularly for any addenda. Proposers have the option of signing up for bid notifications at: www.fredericksburgva.gov/list.aspx?Mode=Subscribe#bids. Failure to acknowledge all addenda could result in rejection of your proposal as non-responsive. In case of an inconsistency between information on this website and the written document, the written document shall prevail.

3. Questions from Proposers must be received by **noon on November 18th, 2013** in order to ensure that the answers can be sent and received by the prospective Proposers for their consideration prior to the date proposals are due.

C. Contract Award

The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The City reserves the right to award the contract to the most responsible and responsive Proposal, resulting in a negotiated agreement which is most advantageous to, and in the best interest of, the City. The City shall be the sole judge of the Proposal and any resulting negotiated agreement, and the City's decision shall be final.

6. Schedule

As a guideline, the City anticipates the following timetable for selection of a Contractor and contract execution.

<u>Event:</u>	<u>Date:</u>
RFP Release Date	11/06/2013
Deadline for Submission of PROPOSERS' Questions	11/18/2013 Noon EST
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Proposers are required to state their preferred completion time line. Proposals that include realistic accelerated time lines are encouraged.

7. Proposal Conditions

A. Contingencies

This program is contingent on available funding. This request for proposal (RFP) does not commit the City to award a Contract. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so. The City will notify all Proposers, in writing, if the City rejects all proposals.

B. Incurred Costs

This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

C. Negotiations

The City may require the potential Contractor(s) selected to participate in negotiations and to submit revisions to pricing, technical information and/or other items from their proposal(s) as may result from these negotiations.

D. Level of Service

For any Contract awarded as a result of the RFP, the City makes no assurances regarding the minimum or maximum number of Contracts awarded from this

solicitation and the City cannot guarantee a minimum number of units/hours of service.

E. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract the City determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, the Proposer may be terminated from the RFP process. In the event a contract has been awarded, the contract may be immediately terminated and Contractor shall pay City the full amount of all re-procurement costs plus the costs of bringing the new contractor to the Contractor's level of completion obtained at the time of termination.

In the event of a termination under this provision, in addition to the recovery of re-procurement costs, the City is entitled to pursue any other available legal remedies.

F. Final Authority

The final authority to award a Contract rests solely with the City of Fredericksburg Council. The official contract officer is the City Manager.

G. Price Quotes

- a. Proposer shall supply price quotes for all specified options.
- b. Proposer shall honor prices quotes for a minimum of one year from the date of contract execution by the City.
- c. Proposer shall honor pricing offered in their proposal for a period of 18 months from the proposal due date: 06/06/2015

H. Cooperative Procurement

- a. This procurement is being conducted on behalf of the City of Fredericksburg, Virginia and other public bodies in accordance with the provisions of § 2.2-4304 of the Virginia Public Procurement Act.
- b. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove

terms and conditions which conflict with its governing statutes, ordinances, or regulations.

- c. The City of Fredericksburg, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages, or injury resulting to any party from use of a City of Fredericksburg contract.
- d. The City of Fredericksburg assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

I. Responsibilities of Proposers

A Proposer, by supplying a response to this RFP, agrees to the following:

- a. The Proposer has read and understands the RFP and the proposal made is in compliance with the request.
- b. The Proposer is familiar with the local conditions under which the contract must be performed.
- c. The Proposer possesses the capabilities, resources and personnel necessary to provide efficient and successful service to the City.
- d. The Proposer agrees they are solely responsible for all services provided.
- e. The Proposer agrees they are responsible for providing sufficient personnel to accomplish the work proposed. Other than assistance from the City to coordinate the work, the Proposer understands it should not rely on City staff to carry out its work.

J. Procurement Policy

This procurement will be conducted in accordance with the competitive negotiation procedures of the City of Fredericksburg Procurement Policy.

K. Use of Information

As may be allowed by law, any information, ideas, or concepts that the City receives during the procurement process from any Proposer's written proposal, any discussion or interview with the Proposer or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of the City. The City may use this information for any purpose without compensation to the Proposer from whom the information was received.

L. Faith-Based Clause

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia § 11-35.1 or against a bidder or Proposer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

M. Rights to Materials (Data and Images)

All materials (data and images) generated under this Request for Proposal are work made for hire. The Proposer shall not retain any data or image permanently. The Proposer shall retain project digital files for 3 months after completion. The Proposer shall inform the City in writing of any scheduled deletion of files and shall not delete those files without prior written consent from the City. The City shall have all rights, title and interest in and to all materials (data and images) developed and generated under this Request for Proposal.

N. Third Party Software

The City will accept proposals that include third party software only if the Proposer agrees to act as prime contractor and guarantor for all proposed equipment and software. Proposers must disclose the use of any third party software and indicate willingness to assume prime contractor responsibility.

8. Proposal Requirements

The Proposal shall provide information necessary for the City of Fredericksburg to evaluate the expertise of the Proposer in providing a Police Wearable Cameras and Vehicle Video Recording System. The proposal shall also demonstrate the Proposer's system, experience, capabilities, and knowledge of a Police Wearable Cameras and Vehicle Video Recording System. The proposal evaluation criteria are set forth in greater detail in [Section 10](#).

Detailed Requirements

Submit a proposal that demonstrates the Proposer's ability to provide all services listed in the [Scope of Work, Section 4](#) for the purposes of implementing a Police Wearable Cameras and Vehicle Video Recording System that the City can reasonably rely on to conduct business.

Non-endorsement

By selecting a Proposer, the City is not endorsing the Proposer's products or services, nor suggesting that the Proposer's product is the best or only solution. The Proposer shall make no reference to the City of Fredericksburg in any literature, promotional

material, brochures, sales presentation or the like without the express written consent of the City.

9. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package that must be submitted in the following sequence and format. Each underlined section should be its own tab in the proposal submission:

- A. Cover Page- Submit a letter on letterhead stationary signed by a duly authorized officer, employee or agent of the organization/firm submitting the proposal which must include the following information:
 - 1. A statement that the proposal is submitted in response to the Request for Proposal for a Police Wearable Cameras and Vehicle Video Recording System RFP# ISFY2015-005.
 - 2. A statement indicating which individuals by name, title, address, phone number and email address are authorized to negotiate with the City on behalf of the organization/firm.
 - 3. A statement certifying that the undersigned is an agent authorized to submit proposals on behalf of the organization/firm.
- B. Table of Contents- A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included. Please hyperlink each topic in the table with the respective section.
- C. Proposal Description- A detailed description of the proposal being made.
 - 1. Proposal must address but is not limited to all items in Scope of Work, Section 4.
 - 2. Proposal must include the following:
 - a. Brief synopsis of the Proposer's understanding of the City's needs and how the Proposer plans to meet these needs. This must provide the Source Selection Committee reviewer with a broad understanding of the Proposer's entire proposal.
 - b. Narrative description of the proposed plan to achieve the project objectives and requirements.
 - c. Proposed schedule detailing plan of activities, including installation and implementation.
 - d. Explanation on how the Proposer will meet any project considerations

as required.

- e. Explanation of any assumptions and/or constraints.
- f. Identification of services (if any) Proposer would provide in addition to those requested.
- g. Project budget, broken down by task

D. Statement of Experience - Include the following in this section of the proposal:

1. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
2. Place(s) of incorporation
3. Federal Tax Identification Number
4. Number of years the prospective Contractor has been in business under the present business name as well as related prior business names; include a short corporate history of the firm.
5. A statement that the prospective Contractor has a demonstrated capacity to perform the required services. Include an executive summary highlighting the qualifications of the Proposer.
6. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
7. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
8. With respect to contracts completed during the last three years that involve similar type projects, show for each such contract:
 - a. Date of completion and duration of each contract.
 - b. Type of service.
 - c. Total dollar amount contracted for and amount received.
 - d. Location of area served.
 - e. Name, address and contact information of agency with which contracted and agency person administering the contract.
 - f. If none, so state
9. If any contract was terminated prior to the original termination date during the last three years, show for each contract:
 - a. Date of termination and duration of each contract.
 - b. Type of service.
 - c. Total dollar amount contracted for and amount received.
 - d. Location of area served.
 - e. Name, address and contact information of agency with which

contracted and agency person administering the contract.

f. Reason for termination.

g. If none, so state.

10. With respect to contracts currently in effect, show the following for each such contract:

a. Date due for completion and duration of contract.

b. Type of service.

c. Total contract amount.

d. Location of area served.

e. Name, address and contact information of agency with which the organization is currently contracting and agency person administering the contract.

f. If none, so state.

11. Controlling interest in any other firms providing equivalent or similar products or services. Financial interest in other lines of business. If none, so state.

E. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in this RFP, include a written description of subcontracting activities that includes the name and address of the organization/firm, type of work to be performed and percentage of the total work of the proposal.

F. Audited financial statements - The most recent and complete audited financial statements available for the previous 2 years, prepared by an independent, certified public accountant.

- Submit the most recent Comprehensive Annual Financial Report (CAFR).
- By submitting its proposal in response to this RFP, Proposer grants the City of Fredericksburg, State of Virginia and the US Federal Government the right and permission to audit the prospective Contractor's financial and other records as they may relate to this procurement.
- Include a statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters or ability to perform the Contract.

G. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Attachment A, Paragraph K. Insurance.

- H. Training Requirement - Training for staff to provide daily support and maintenance for the Police Wearable Cameras and Vehicle Video Recording System. Security and operational coordination will be important parts of the training. Provide a list of training sessions, the basic topic(s) to be covered in each session and the type of personnel who should attend each session. Training for other offices should be listed separately.
- I. Technical Support - Include a plan for providing 24x7x365 support. Contractor-provided remote accesses/diagnostic software should permit the Contractor's support personal to access and diagnose most problems. Cost for basic maintenance and support services should be proposed as an annual cost. Additional on site or after hours service cost should be noted separately. Proposers should provide a complete list of services and response times for help calls of varying priority. Please identify the office closest to the City.
- J. Cost Information - The City is seeking a FIXED PRICE SOLUTION. Proposers are required to provide a complete cost proposal of all software, maintenance, implementation, training, and conversion costs for their proposed Police Wearable Cameras and Vehicle Video Recording System, and a separate Cost Worksheet, Attachment B, for the overall total and each major component that they are proposing. The systems can be quoted per seat (machine) user license and/or site/enterprise user license basis, but the option must be clearly stated in the proposal.

All costs contained on the cost spreadsheet are to be expressed in total cost to the City. One-time charges such as training, conversion or software modification charges must be detailed as one-time costs. ***Maintenance charges should be expressed as annual charges and shall have a cost-increase cap of 5% per year.*** Any additional charges above the annual maintenance costs should be listed in detail.

Proposers should project hardware and networking to be adequate for the City's needs for five years. Proposers should estimate costs to upgrade at that time. If upgrades are required prior to five years, so state. Proposers should differentiate all costs clearly so that they may be properly evaluated without interpretation.

All charges must be disclosed by line item and listed as 'first year' costs, 'one time' costs, or both. See Attachment B and Attachment C for Cost Worksheets.

Warranty: The Proposer selected to be the Contractor agrees to correct any program error (bug) found in the software system for a period of 1 year from the date of acceptance without additional cost to the City. Program enhancements are to be documented and referred to City staff for later review with the Proposer for a price estimate.

Software Maintenance Costs: The Proposer must identify any software maintenance fees for preparing the annual software releases for distribution to the City. Major new systems may be offered separate from this contract and at the standard cost for clients who have maintained their maintenance contract agreements.

Training Costs: The selected Contractor will be required to supply or recommend comprehensive application training. In order to minimize costs, it is preferred that the training classes be conducted in City offices by the selected Contractor's instructors or be made available online.

Software License Agreements: The Proposer is required to disclose any license agreements and/or fees that are required in order for the proposed software to be totally functional. All third party software such as SQL, Oracle, ESRI or other nationally recognized cost service charges however, will be determined based on site total cost at the time of licensing, provided as part of contract and/or fully disclosed so City can make an informed decision.

Contractor shall provide a description of any other costs the City might expect to pay.

Contractor warrants that the City will incur no costs, either on a one-time or continuing basis other than those specified in the Contractor's Proposal.

- K. Additional Requirements: Submit the following:
1. A statement outlining any exceptions to the City's requirements or clarifications to the requirements.
 2. Any additional local government services of benefit to the City not specifically required herein, which the contractor offers for this contract or future separate contracts.
 3. The caption, case number, Court, and general summary of any litigation pending or judgment rendered within the past 5 years against the Proposer.
 4. Note the extent, if any, to which the firm, association or corporation, or any person in a controlling capacity associated therewith or any position

involving the administration of federal, State or local funds is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency, has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 5 years, has a proposed debarment pending, has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past 5 years.

5. Pending litigation involving prospective Contractor or any officers, employees and/or consultants thereof in connection with contracts. If none, so state.
6. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants and employees. If none, so state.

10. Proposal Evaluation & Selection

A. Evaluation Process

All proposals will be subject to a standard review process developed by the City. A primary consideration is the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. *Initial Review* - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a) The proposal must be complete, in the required format, and in compliance with all the requirements of this RFP.
- b) Prospective Contractors must meet the requirements as stated in the minimum System Requirements (items lettered A) in [Attachment D](#).

Failure to meet all of these requirements may result in a rejected proposal.

2. The City of Fredericksburg Source Selection Committee (FSSC) will use the following criteria in its review and evaluation of the Proposals:

EVALUATION MATRIX		
Category	Description	Awardable Points
A	Suitability of the Proposer to provide Police Wearable Cameras and a Vehicle Video Recording System (overall public sector experience and qualifications)	0-25

B	Proposer Demonstration of Police Wearable Cameras and Vehicle Video Recording System (may be onsite or web-based)	0-25
C	Experience of the Proposer in providing comparable services to other jurisdictions	0-20
D	Experience, qualifications, technical competence, and availability of proposed personnel assigned to project	0-20
E	Proposer's understanding of project scope and goals as well as clarity, completeness and general quality of proposal	0-20
F	Proposer's reference and client recommendations	0-20
G	Total Proposed Cost	0-10
H	Demonstration of financial resources	0-10
I	Office location and response time	0-10
Total		160

Two or more of the highest rated qualifying Proposers may be selected to be interviewed and to make presentations and answer questions prior to contract execution. Selection will be based on determination of which proposal will best meet the needs of the City and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The City reserves the right to negotiate and contract with any firm suited to provide a Police Wearable Cameras and Vehicle Video Recording System, and the City may engage one or more firms for this work.

11. Background Information

A. General Information

- City population 25,484 (as of July 2011)
- City Information Technology Department responsible for most Police Department electronic systems
- 38 Officers
- 8 Detectives
- 15 Auxiliary Officers
- 11.5 Hour Shifts
- Shifts: 3 Shifts per day
 - Daytime
 - 5 Officers plus 1 supervisor
 - Overlaps with Midnight shift 6:30-7:30am
 - Overlaps with Evening shift 4-5:30pm
 - Evening
 - 5 Officers plus 1 supervisor
 - K9 Officer
 - Overlaps with Daytime shift 4-5:30pm
 - Overlaps with Midnight shift 8:30pm-3am
 - Midnight
 - 5 Officers plus 1 supervisor
 - Overlaps with Evening shift 8:30pm-3am
 - Overlaps with Daytime shift 6:30-7:30am
 - C Platoon
 - 7 Officers
 - Schedule changes and can work on any shift
- 29 Vehicles total in fleet (**would like 10 to have new in-car system on initial purchase**)

B. Body Worn Camera System

- 75 Body Worn Cameras Required (count includes spares):
 - 62 for Officers
 - 13 for Detectives

C. In-Car Camera System

- 29 Vehicles total in Fleet (**would like 10 to have new in-car system on initial purchase**)
 - 4 new SUVs ordered this fiscal year
 - 3 new SUVs purchased in FY 2013
 - 3 new sedan's purchased in FY 2013

D. Information Technology

The City's network currently consists of an Active Directory Structure using Microsoft Windows Server, running over a mixed 1GB/100MB Fiber/Ethernet backbone.

All desktop computers are Intel based Dell computers running Windows XP Pro SP3 or Windows 7.

Mobile Device Terminals (MDTs) are Panasonic Toughbooks, Model 31: Pentium dual core with 4 GB of RAM and Windows 7, 32 bit with 250 GB Hard Drive

Attachment A. Terms and Conditions for the Final Agreement

A. Contract Forms

The contract entered into by the City of Fredericksburg and the Contractor consists of this Request For Proposal, any addenda issued, the proposal submitted by the Contractor, the City's Purchase Order, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Any change order must be approved in advance through the issuance of a written change order by the Chief Information Officer. The City will not assume responsibility for the cost of any changes made without the issuance of a written change order.

B. Payments

The Contract Sum, consisting of compensation for services and reimbursement for expenses, will be set forth in the Purchase Order. The payment schedule will be as follows:

- 20% of the Contract Sum due upon Contract Signing
- 20% of the Contract Sum due upon System Installation
- 20% of the Contract Sum due upon completion of Training
- 20% of the Contract Sum due upon completion of Acceptance Testing (see Section DD, Acceptance Testing of System)
- 10% of the Contract Sum due when System is in Live Production
- 10% of the Contract Sum due 30 days after date of Live Production

The Contractor shall submit invoices to the City, with all supporting documentation. Payment shall be due and payable within 30 days of the invoice date. Interest shall accrue on any past due balance owed at the rate of 1% per month (or the highest rate not prohibited by law, whichever is lower).

C. Termination for Convenience

The City has the right to terminate at its convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor is entitled to just and equitable compensation for any satisfactory work completed. All work produced is property of the City.

D. Assignment of Interest

The Contractor shall not assign any interest in the resulting Contract and shall not transfer any interest in the Contract without prior written consent of the City, which the City shall be under no obligation to grant.

E. Release of Data

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City, which the City shall be under no obligation to grant. Contractor agrees to execute Attachment E, Nondisclosure and Confidentiality Agreement and Attachment F, Third Party Access Policy with Contract.

F. Gender Reference

Words of any gender used in any Contract resulting from this RFP shall be construed to include either gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

G. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

H. Governing Law and Forum Selection

The laws of the Commonwealth of Virginia govern any Contract resulting from this RFP. Any legal proceedings arising out of or related to this contract shall be filed in the General District Court or Circuit Court of the City of Fredericksburg.

I. Contractual Claims

The procedures for consideration and decision of contractual claims set forth in Code of Virginia § 2.2-4363 apply to this Contract.

During the period provided for consideration of a submitted written claim, the parties shall endeavor to resolve the claim through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Fredericksburg. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement shall be enforceable as a settlement agreement.

J. Non-Discrimination

During the performance of any Contract resulting from this RFP, the Contractor agrees:

- i. Not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. That in all solicitations or advertisements for employees placed by or on behalf of the Contractor to state that the Contractor is an equal opportunity employer.
- iii. That notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The Contractor shall include the provisions of paragraphs J. i., ii., and iii. in every subcontract or purchase order over \$10,000 associated with the City so that the provisions will be binding upon each subcontractor or vendor.

K. Insurance

During the performance of any Contract resulting from this RFP, the Contractor shall have and keep current insurance as follows:

- i. Worker's Compensation Insurance in compliance with Virginia statute.
- ii. Public Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.
- iii. Automobile liability insurance in an amount not less than \$500,000 combined single limits bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

This insurance must name the City of Fredericksburg as additional insured with regard to work performed under any subsequent Contract. The policy(ies) must provide that the City is to receive written notice by certified mail, 60 days in

advance of cancellation or alteration of the policy(ies). Contractor shall provide the City with copies of certificates of insurance coverage and proof of payment of all premiums.

L. Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with Virginia Code §§ 2.2-4367 through 2.2-4377 (The [Virginia Public Procurement Act](#)), and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

M. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by the City, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the City to require compliance with any term or condition of any Contract shall not be deemed a waiver of that term or condition nor a waiver of the subsequent enforcement of the term or condition.

N. Release and Ownership of Information

The City shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the City's possession which the City may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this Contract. The City reserves its rights of ownership to all material given to the Contractor by the City and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

O. Indemnity

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City, and all of its officials, agents and employees from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

P. Events of Default by the City

Each of the following events or conditions shall constitute an "Event of Default" by the City:

- a) Any failure by City to pay Contractor any sum due under the Contract more than thirty days after written notification by Contractor that City is delinquent in making payments;
- b) Any other material failure by City to perform or comply with the terms and conditions of this Contract, provided that the failure continues for 30 days after written notice to City demanding that the failure be cured.

Q. Events of Default by the Contractor

Any material failure to perform or comply with the terms and conditions of this Contract or the agreed upon uptime for a hosted solution shall constitute an "Event of Default" by the Contractor, provided that the failure continues for 30 days after written notice to Contractor demanding that the failure be cured.

R. Remedies upon Default by Contractor

If an Event of Default by Contractor occurs, City may, without waiver of other remedies which exist in law or equity, exercise any and all remedies at law or equity. The City may also terminate this Contract.

S. Dispute Resolution

The parties shall first endeavor to resolve any disputes, claims or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Fredericksburg, Virginia. Should the dispute, claim, or other matter in question remain unresolved for the shorter of (i) following negotiation and mediation, or (ii) more than 90 days after mediation is requested by a Party,

either Party may institute a lawsuit or chancery action, as appropriate, in the Circuit Court of the City of Fredericksburg, Virginia, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement shall be enforceable as a settlement agreement.

T. Prompt Payment

The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the City for work performed by the subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or
- b) Notify the City and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

U. Subcontractors and Assignments

The Contractor shall not sublet or assign this Contract or any portion thereof without the prior written consent of the City. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the City to permit the City to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to the City for approval. The subcontract shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP. The City's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities. The Contractor shall continue to be responsible to the City for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and the City.

V. Examination of Records

The Contractor agrees that the City or any duly authorized representative will have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this RFP as long as the City's account remains current. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with Proposers/Contractors shall continue until disposition of any appeals, arbitration, litigation, or claims.

W. Hold Harmless

The Contractor, in any Contract resulting from this RFP, shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting Contract and shall save the City harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

X. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations under this Contract or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party any reasonable amounts for fees, costs and expenses as may be set by the court.

Y. Drug-Free Workplace

The following provisions must be inserted into each contract whose total cost exceeds \$10,000:

- 1) During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will provide a drug-free workplace for the contractor's employees.
 - B. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying

the actions that will be taken against employees for violations of such prohibition.

C. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

2) The contractor will include the provisions of the subsections (1)a, b, and c of this section in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Z. Notification

Any notice required under the Contract Documents must be given by first class mail to the Contractor in the name and address given in its Proposal, unless Contractor notifies City of a change of address. Notice to the City shall be given to the City of Fredericksburg, Chief Information Officer, P.O. Box 7447, Fredericksburg, VA 22401. Contractor agrees to notify the City immediately of any change of address. Notice shall be deemed to be completed five calendar days after mailing.

AA. Necessary Ancillary Software

If applicable, and unless specifically exempted by the terms of the RFP, all software, including language compilers, middleware, database interfaces, and system management tools, ordinarily furnished or prudently required to make the proposed software product a complete functioning system when installed on City's computers and operating systems shall be furnished by the Contractor, at no additional cost to the City.

BB. Remote Disabling

Contractor agrees that Electronic Self-Help will not be used to prevent City's use of the System. Contractor warrants that the Application Software will not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this Contract. Contractor further warrants that it will not introduce any restraints at a future date via modem, software update or any other means without first obtaining approval from the City in writing. Contractor agrees that no limitation of liability or consequential damages will apply to a breach of the aforementioned provisions.

CC. Grant of License

The City and Contractor acknowledge that the City is purchasing a good and clear nonexclusive, worldwide, perpetual license to use the Application Software for

use only by the City, customers of the City, all other offices or agencies of the City, all municipalities or other political subdivisions in the City, the City School Board or any district, project or independent authority functioning for the benefit of the residents of the City of Fredericksburg.

Upon transfer, Contractor will retain, subject to the license granted by this Contract, full ownership rights to the Application Software. Contractor agrees to permit the City to make copies of the Application Software for backup purposes. The City agrees not to remove from any copies of the Application Software any statement copyrights and proprietary rights. The City further agrees to take all reasonable precautions, including compliance with reasonable precautions specified in writing by Contractor, to assure that copies of the Application Software or any part thereof are not made available in any form to any third party except as necessary to maintain the Application Software.

The City agrees that the Application Software is proprietary to Contractor or its suppliers and is Contractor's or its suppliers' trade secret, developed by Contractor or its suppliers at great expense, and that the City has no right, title, or interest therein, except as expressly set forth in this Agreement. Upon reasonable notice by Contractor, the City shall provide access to Contractor to inspect all copies of Application Software which are in the City's possession.

Contractor further grants to the City, without any further permission from Contractor and at no additional cost to the City, the right to use the Application Software: (1) on any Hardware which may be in the City's possession, now or in the future or (2) in the case of an emergency affecting the City's System, on a System not in the City's possession and then only until the City's System returns to normal operation. This specifically includes but is not limited to the right to move the Application Software to any System which the City may acquire as an upgrade, replacement of or addition to the System on which the Application Software was originally installed. Contractor shall assist the City in any such transfer of the Application Software at the Contractor's Then Current Rates.

Contractor shall supply the City with at least 1 copy of all necessary System and operations documentation and 5 copies of all user manuals at no charge, in addition to any training specified in this Agreement. The City shall have the right, with no further permission required from Contractor at any time, to make unlimited copies of any or all of Contractor's manuals, publications or

documentation for use by the City, its consultants or other parties authorized by the City and then only to assist the City in its use of Contractor's licensed products.

Contractor warrants that its software does not infringe any third parties' intellectual property rights, and agrees to indemnify the City from any infringement claims.

DD. Acceptance Testing of System

Contractor shall provide an adequate test database for Acceptance testing purposes. Contractor shall provide its written Certification to the City when the System is installed, ready to use, and meets the requirements of the specifications and documentation in Attachment D, System Requirements.

Upon Certification of the System and documentation, or any Subsequent Application Software and documentation purchased under this Contract, the City will test, review and otherwise evaluate System and documentation in accordance with this Request for Proposal and the Contractor's Response to this Request for Proposal. The City will also test System performance to ensure that response time does not exceed the industry standard interactive response time within the City's office on a recurring basis for single record transactions. Within 30 Business Days of Certification of each version, System and documentation, the City shall provide the Contractor written notice of System Acceptance, Attachment G, of the version of Application Software, System and Documentation or a Statement of Defects, which shall include a description of the non-conformance to be corrected. In the event that City fails to provide the Contractor with a written Acceptance, or a Statement of Defects, the version of the Application Software will be deemed accepted on the 31st Business Day after Certification.

If the City provides the Contractor with a written Statement of defects, the Contractor shall promptly correct any issues which are not in conformance with the specifications and documentation. Contractor shall return that version of the Application Software and other materials within 30 Business Days of notification of defects and at no cost to City for re-testing and re-evaluation in accordance with the foregoing procedures and time periods.

EE. System Support and Maintenance

Maintenance for the initial term of 1 year shall be provided by Contractor. The

term begins upon final Acceptance of the System. The City may unilaterally terminate maintenance at any time. Contractor shall notify City of the release and the cost of any superseding versions of the Application Software. In the event that its developer or manufacturer no longer supports a System Software or Hardware component, Contractor shall make every commercially reasonable effort to recommend and support a substitute product.

Contractor agrees to escalate the level of support according to the table listed below if current support is not satisfactory, in the City's unilateral opinion: (Escalation up through Contractor's chain of command, one level per set of days overdue. For example, if a High-level problem has remained unresolved for 7 days, the problems should have escalated up two levels of management.)

Severity of Problem Reported	Number of Days without satisfactory resolution
Mission Critical	1
High	3
Medium	14
Low	30

Critical - Issues which make any mission-critical aspect of the System unusable.

Initial response time from Contractor support contact to City: 1 hour

Estimated time for defect correction: 24 hours

High - Severely impairs process and reduces user productivity, but there is an acceptable work around. Could be a major problem, but to a limited number of users or affecting functionality which is not needed on a daily basis.

Initial response time from Contractor support contact to City: 4 hours

Estimated time for defect correction: 3 Days

Medium - Impairs the process, but has workarounds. User is able to function near expected productivity.

Initial response time from Contractor support contact to City: 72 hours

Estimated time for defect correction: 14 Days

Low - Nice to have changes. No significant impact on the process. Would include some minor fixes, process improvements.

Initial response time from Contractor support contact to City: 10 Days
Estimated time for defect correction: 30 Days

FF. Software Protection

The Proposer must be willing to ensure "software protection" in the event the supplier quits doing business. This may be accomplished by using one of two options:

Option A:

A copy of the software source code will be supplied to the City. The supplier also agrees to keep the source code current with each new product release or update.

Option B:

The software source code will be held in escrow, with the City having full rights to all code in the event the supplier ceases doing business or no longer supports the system.

The Proposer must specify in their Proposal which Option will be made available to the City.

Attachment B: Body Worn Camera System Cost Worksheet

	Category	One Time	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Recurring Annually
VENDOR HOSTED SOLUTION								
1A	Per License Cost (if applicable): Is this a Concurrent License? _____ (Yes/No)							
1B	Cost for Site/Enterprise User License:							
2	Hardware Costs:							
3	Implementation & Set Up Cost							
4	Ongoing cost for service/maintenance							
IN-HOUSE HOSTED SOLUTION								
6A	Per License Cost (if applicable): Is this a Concurrent License? _____ (Yes/No)							
6B	Cost for Site/Enterprise User License:							
7	Hardware Costs:							
8	Implementation & Set Up Cost							
9	Ongoing cost for service/maintenance							

	Category	One Time	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Recurring Annually
ADDITIONAL COSTS								
11	Training Costs as described in Section 9, Paragraph H							
11a	Onsite Training at City of Fredericksburg Offices							
11b	Web Based Training							
	Other							
	Other							
	Total Contract Cost:							

Attachment C: In-Car Camera System Cost Worksheet

	Category	One Time	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Recurring Annually
VENDOR HOSTED SOLUTION								
1	Per License Cost: Is this a Concurrent License? _____ (Yes/No)							
2	Cost for Site/Enterprise User License:							
3	Hardware Costs:							
4	Implementation & Set Up Cost							
5	Ongoing cost for service/maintenance							
IN-HOUSE HOSTED SOLUTION								
6	Per License Cost: Is this a Concurrent License? _____ (Yes/No)							
7	Cost for Site/Enterprise User License:							
8	Hardware Costs:							
9	Implementation & Set Up Cost							
10	Ongoing cost for service/maintenance							

	Category	One Time	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Recurring Annually
ADDITIONAL COSTS								
11	Training Costs as described in Section 9, Paragraph H							
11a	Onsite Training at City of Fredericksburg Offices							
11b	Web Based Training							
	Other							
	Other							
	Total Contract Cost:							

Attachment D: Police Wearable Cameras and Vehicle Video Recording System Requirements

NUMBER	DESIRABILITY	REQUIREMENT	RESPONSE	COMMENTS	COST, IF ANY
<i>Body Worn Camera: Camera Unit Requirements</i>					
1	A	Must have multiple wearing options, including head mounted option			
2	A	User friendly system that can be operated in minimal steps in urgent situations			
3	A	A download/charging station for multiple cameras that allows both functions to be completed simultaneously. Indicate how many cameras per station: _____			
4	A	Camera devices that allow at least 12 hours battery life from full charge to dead when not recording. State battery life in detail.			
5	A	Camera devices that contain at least 8 GB of Solid State Memory, or enough space to allow the recording of, at minimum, of 8 hours of audio and video time. State recording time.			

6	B	System shall meet MIL-STD 810F Method 506.4 Procedure I – Rain and Blowing Rain			
7	A	Configurable A/V Settings: Bit rate (multiple settings to optimize file size and upload speed.) Audio – on/off.			
8	A	Pre-event buffer – captures previous 30 seconds with no audio			
9	B	<p>Camera/unit shall have meet the following criteria:</p> <ol style="list-style-type: none"> 1. Shall have power activation switch. 2. Entire system weight not to exceed 16 ounces 3. Push button switch for recording, however, push button shall not be easily activated by mistake. 4. Volume control 5. GPS Tagging 6. Operating Temps: -4 to 122 degrees Fahrenheit 7. Withstand a drop of six (6) feet 8. Low light capability <.1 lux 9. Minimum video resolution: 640x480 10. At least 75 degrees field of view 11. At least 30fps frame rate (selectable frame rate preferred) 			
10	B	Device shall have indicators for storage capacity, battery strength, power.			
11	B	Officer can mark video for deletion on device, but must be approved by administrator for this to execute deletion.			

12	A	Protection from editing or deleting original video file without administrative privileges. Explain method in detail.			
13	A	Charging capabilities to include: USB, wall charger, vehicle charger and/or docking station. List power draw for devices in vehicle, if possible.			
14	A	Shall have the ability to playback on computer or smart phone after download.			
15	C	Able to transmit video via Bluetooth to viewing device to reduce number of wires, if any.			
<u>Body Worn Camera: General Video System Requirements</u> <i>General System Requirements apply to either system selected, Turn-key In-house or Hosted Cloud Solution</i>					
1	A	System that uses strict auditing methods and cryptography to secure and authenticate recordings so that they are admissible in court. Auditing methods include (but are not limited to): <ul style="list-style-type: none"> a. Trails based on date and time b. Usernames and/or ID numbers c. File access d. Exporting of files e. File security changes f. System settings changes 			
2	A	System that allows searching of recordings with the following (although not limited to) capabilities: <ul style="list-style-type: none"> a. Unit number b. Officer name c. Officer ID number d. Date and time (range or specifics) 			

		e. Indexing f. Case number g. Incident type			
3	A	Server storage to have the ability to keep up to 150GB of video/audio per officer for 90 days without data recycling or overwriting. It may become necessary for the City to utilize their existing data storage and/or backup solution instead of any proposed solution. This determination will be made after receipt of Vendor's proposed solution.			
4	B	System Case File Management must be able to store and manage video files into case files defined by a minimum of five different categories, with the ability for the customer to define these categories.			
5	B	Administrator shall be able to reassign evidence to a different user			
6	B	Evidence deletion to include a grace period in which data is "marked for deletion" to give time to cancel a delete if needed within this time period.			
7	B	System Case File Management must be able to manage other digital media types such as pictures and audio clips, and support the following media types at least: MP4, AVI, WMV, WAV and JPEG, and allow ease of upload and retrieval regardless of source.			
8	C	System shall include ability to create video clips from larger video and add notes to video, when given sufficient permissions to do so.			
9	A	System shall have ability to set different record retention rules, to follow Library of Virginia Record Retention Rules.			

10	B	System that will allow redaction of the video to protect private information. Edited versions must disclose they are not the original version.			
11	A	Ability to burn CD/DVD with video footage on it at request of authorized user, with ability to encrypt file or prove authentication if challenged in court. Preferred to have the ability to play back this recording in most standard DVD Players or PC's after authentication is proven. Playback shall be in a standard, non-proprietary format.			
12	B	The ability of enhancing criminal convictions and streamlining investigations through ease of use by multiple authorized users.			
13	A	System to contain a security administrator type role to authorize level of functions by user, containing a method of restricting or allowing access to parts of system including, but not limited to, search functions, renaming, redaction, deletion, copy, and download/upload. Please outline system properties thoroughly.			
14	B	System to include the ability for administrators to track user activity.			
15	C	Provide Litigation Testimony in court if needed.			
16	B	City of Fredericksburg Police Dept. shall have Sole agency access to all stored evidence information located either on site or at a data center (hosted solution) that ONLY City of Fredericksburg Police Dept. or authorized users or users otherwise approved by the City of Fredericksburg have access to.			
17	A	System to include hardware warranties on cameras, docks, etc.			

18	A	Include training sessions for administrative personnel on use of system and functions.			
19	A	Full disclosure of all fees necessary to obtain hardware, software and maintenance so that the City can select a cost effective system.			
Body Worn Camera Backbone: Turn-key In-house Solution <i>Including a server(s) with database and application for video management, case file grouping and storing, and renaming.</i>					
1	A	If no Turn-key Server solution is available, please indicate if the client upload software is at least compatible with another video evidence management system or systems, and are able to be contained within the same database/storage location as In-car video/audio recordings.			
2	B	Server to be built on Dell or HP Hardware, with Microsoft Windows Server 2008 R2 or greater operating system platform.			
3	A	Storage solution shall have the ability to set policies on how the system will manage the storage and perform scheduled tasks such as data clean-up.			
4	B	Storage data compression must be open industry standards. State compression rates that are supported by proposed system:			
5	A	Server must be able to connect to department's existing network to provide end-user review of stored video with ability to search retrieve and play back recordings from designated network workstations (typically all officer PCs.) Playback shall be in non-proprietary format.			
6	A	State, based on the Vendor's past experience in other agency deployments, expected data volumes and transfer rates.			
7	A	Server to be installed with database compatible with Microsoft Windows Server operating system.			

8	B	Server to include software and user/computer licensing for 110% of cameras at 1 user/computer per camera.			
9	A	If application is installed on user's PC, it must contain methods of security to prevent unauthorized access to server, but also allow user to run application, after initial installation, without local administrative access to their computer.			
10	A	Hardware warranties (include warranty details)			
Body Worn Camera Backbone: Hosted "Cloud" Solution					
1	A	<p>Detail thoroughly through SLA or other method about the way that security risks associated with cloud storage and transfer of sensitive public safety information or evidence are avoided. Points to consider are:</p> <ol style="list-style-type: none"> 1. Security of data during connection and transfer to hosted cloud solution. Minimum of 256-bit AES encryption using SHA-1 algorithm 2. Security of data at rest within hosted cloud solution. 3. Security of data centers from physical access, with access control and contractor/visitor auditing. 4. Environmental safeguards of data centers such as Fire Detection and Suppression, Uninterruptible Power Supplies, Power Generator Management, and Climate Control. 5. Redundancy of data using multiple, physically non-contiguous US locations in the case of host server corruption or failure. 6. Security of hosted network gateways using Intrusion Detection and Prevention, restrictive firewall rule sets, 7. Redundancy and of network gateways using multiple, physically non-contiguous US locations in case of network related issues of host server 8. Third party vendor access to system prohibited unless allowed by authorized personnel at City of Fredericksburg. 9. Options preferred for dual factor authentication, IP access restrictions, and/or security challenge questions upon access from another location. 			
2	B	Ability to send email messages from hosted solution interface to end users.			

3	B	All events are automatically plotted on a map with GPS tracking			
4	A	Describe your plan, in a hosted scenario, for a disaster recovery and restoration of the City's data that is caused by the ceasing of your company's operations or an event that renders the hosted site permanently unreachable and unusable. Also provide cost estimates for the City for the services to allow the City its owed data.			
<i>In-Car Camera System Requirements</i>					
1	A	In-Car Mobile Audio/Video System to include 10 complete units (unit includes two cameras – front view, rear view			
2	B	Rearview Crash Battery System			
3	A	System to include wireless transmitter units (microphones) with one transmitter per car, with at least 5 spare transmitters.			
4	A	Identify any operating limitations that would impact the warranty, and any other features not listed			
<i>In-Car Camera: In-House Back-End Server Solution</i> <i>Including a server(s) with database and application for video management, case file grouping and storing, and renaming.</i>					
1	A	If no Server solution is available, please indicate if the uploaded data is at least compatible with another system or systems, and are able to be contained within the same database/storage as the Body-worn video/audio recordings. Recordings shall be in non-proprietary format.			
2	B	Server to be built on Dell or HP Hardware, with Microsoft Windows Server 2008 R2 or greater operating system platform.			
3	A	Server to be installed with database compatible with Microsoft Windows Server operating system.			
4	A	Server to include software and licensing for all of camera systems installed.			

5	A	Ability to burn CD/DVD with Video footage on it at request of authorized user, preferably to a networked DVD jukebox located in a secure room, and the ability to play back this recording in most standard DVD Players or PC's. Recordings shall be in non-proprietary format.			
6	A	If application is installed on user's PC, it must contain methods of security to prevent unauthorized access to server, but also allow user to run application, after initial installation, without local administrative access to their computer.			
7	A	Hardware warranties (include warranty details)			
8	B	<p>Storage Solution. The Vendor is to propose a back-end server and storage solution to support keeping up to six hours of recorded video per day for each of the Department's 10 designated vehicles. 100% of this video will be stored for a period of 90 days. Approximately 10% may be stored for a period of one year. Approximately 2% will be stored indefinitely each year. It may become necessary for the city to utilize their existing back up data storage solution instead of any proposed back up (archive) storage solution. That determination will be made after receipt of Vendor's proposed solutions and itemized quotation.</p> <ol style="list-style-type: none"> 1. The storage solution shall have the ability to set policies on how the system will manage the storage. 2. The storage solution shall have the ability to perform scheduled tasks such as data clean-up. 3. The storage solution will be able to automatically archive stored video to a DVD or on a networked DVD jukebox in a secure remote room, based on administrator set criteria, which will be able to categorize and label all DVD's for easy retrieval. 4. Any server or storage solutions should be rack mountable. 5. The Vendor shall identify whether systems support virtualization. 6. In its response, the Vendor is to identify any operating limitations that would impact the warranty, and any other features not listed. 			
9	A	Storage Solution to include all other required hardware or peripherals in pricing.			

<i>In-Car Camera: Minimum Equipment Requirements</i>					
1	A	Optical zoom and digital zoom capability			
2	A	Low light or night vision capable			
3	B	Resolution of at least 450 horizontal lines at 30 frames per second			
4	C	Automatic zoom and wide angle			
5	B	Field of view (minimum of 16 feet wide at a distance of 20 feet from camera)			
6	C	Forward facing indicator to show recording ON (viewed by the officer from the front of the police unit.			
7	A	Ability to recover a license plate image (auto zoom in/out)			
8	C	Ability to read the recovered license plate image without video enhancement			
9	A	Auto/manual focus			
10	B	IR on/off (auto/manual)			
11	B	Back light compensation			
12	C	Minimum 12x digital zoom			
13	B	Officer must be able to easily review the video in the car in both daylight and nighttime conditions			
14	B	Monitor/display should include most of the following options: 1. Brightness			

		2. Volume 3. Record 4. Play/Pause 5. Stop 6. Rewind 7. Forward Skip/Search 8. Reverse Skip/Search 9. Marking capability (mark position in recording for later instant retrieval) 10. Programming options menu 11. Display video to include time stamp, brake indicator, emergency lights indicator, transmitter "on" indicator and unit number.			
<i>In-Car Camera: Wireless Transmitter Requirements</i>					
1	B	Transmitter is to use at least use 2.4 MHz band digital spread spectrum technology.			
2	A	Wireless microphone shall allow officer to remotely activate record function by pressing button on or attached to microphone			
3	A	Wireless microphone transmitter shall be capable of being deactivated by pressing a button on the transmitter in order to stop audio recording. Use in situations where audio record is not proper			
4	A	Any wireless microphone shall operate exclusively with any vehicle with which it is synchronized.			
5	B	Each wireless microphone shall automatically detect other systems or radio frequency noise on the same frequency and change to a clear channel so that multiple vehicles can operate in very close proximity without cross talk or serious degradation of audio performance.			

6	A	Microphone effective range of 800 – 1000 feet			
<i>In-Car Camera: Wireless System Requirements</i>					
1	A	The Digital In-Car Video Solution must provide a method to get the data out of the car quickly and securely. The video data shall upload directly from the police car, using a wireless network link. The solution will also provide the capability to upload video via Ethernet cable or other removable media in the event time is of essence or the wireless uploading system is not functional.			
2	A	The Vendor must provide the equipment and services to implement a wireless network infrastructure to support the uploading of end of shift video for the amount of police units identified based on the average of video captured per vehicle per shift.			
3	A	The Vendor shall provide documentation as to how many access points will be necessary to accommodate the wireless video upload based on the average time recorded per shift and the amount of cars uploading at the same time at the end of shift. The wireless system must provide security to help in potential court challenges.			
4	A	The system must be able to protect against rogue access points pinging out to police units, and have security designed to prevent rogue client devices from connecting to the station access point(s). The preferred design is to have the access point(s) pinging for the desired client device rather than the client device constantly pinging for the desired access point(s). This will ensure that rogue access points are not able to lock on and decrypt a police unit system while that unit is in the field patrolling.			
5	A	The Vendor shall indicate a time estimate to complete the upload based on 3-5 hours of recorded video per vehicle, during a 11.5-hour shift. This should be based on the Vendors experience and past or current work with other police departments. Real examples are highly recommended.			
6	B	The Vendor shall also provide a system that will upload video from an unattended police unit with the ignition off. The system should be able to			

		automatically power off when uploading is completed, when a timer indicates to stop, or when low voltage is detected.			
7	B	The system shall also be able to remember where it left off in the event the police unit drives away from the access point (out of range), or power is interrupted to the Digital Mobile Audio Video System.			
8	B	The server will verify that all files have been uploaded and completed and then "clean" the storage media for next shift.			
9	B	The Vendor shall include a minimum of three agencies at least as large as the City's that currently use the proposed upload method.			
10	A	The wireless network shall be included in the quoted costs station access points that meet the following minimum standards: <ol style="list-style-type: none"> 1. Secured, intuitive administrator console 2. Network Authentication – minimum of Wi-Fi Protected Access 2 3. Data encryption 4. Encryption key – Shall be programmed by City IT Staff 5. Access point equipped firewall (software) 			
<i>In-Car Camera: Digital Video Recorder Requirements</i>					
1	A	Must mount in standard places within vehicle such as glove box or trunk			
2	B	Shall have no moving parts and shall record on solid state media			
3	C	Shall include programmable pre-event recording mode allowing it to capture images up to 30 seconds prior to the activation of record mode			
4	B	Shall use an mpeg-4 application. The application shall allow for simultaneous recording of the two video channels and three audio channels			
5	C	Include internal GPS receiver to provide vehicle position, course and speed information. GPS receiver to be used to set internal DVR clock to the proper time			

		and date.			
6	A	Transfer from DVR will be done with the following: <ul style="list-style-type: none"> 1. Removal of solid state media card; or 2. Ethernet cable; or 3. Automatically via the DVR's wireless hotspot 			
7	B	Capable of crash sensor pre-event trigger			
8	A	Panel of DVR shall include controls for <ul style="list-style-type: none"> 1. Record 2. Stop 3. Play/Pause 4. Fast Forward 5. Fast Reverse 6. Removable media for hot swapping 			
9	B	DVR shall have USB port on front panel for use of transfer using data key			
10	A	DVR shall be provided with a sufficient size media type capable of holding 18-24 hours of recorded video/audio with expansion capability to include larger media in the future			
11	A	Locked door shall be provided on the front panel to secure removable media as well as the menu buttons and power switch			
12	B	Power shall be automatically initiated to DVR at minimum thirty seconds after the vehicle's ignition switch is turned on			
13	A	DVR shall automatically power down after vehicle's ignition switch is turned off provided the DVR is not in RECORD and is not in the process of downloading or			

		uploading files via the wireless link.			
14	B	Automatic activation of the DVR RECORD function shall be accomplished by any of the following user programmable methods: <ul style="list-style-type: none"> 1. Activation of vehicle's emergency lights 2. Activation of the vehicle's siren 3. Activation of any auxiliary input 4. Activation of either one or two wireless microphones 5. Exceeding of a predetermined GPS speed threshold 			
15	A	It shall be impossible to edit or delete recordings from within the vehicle			
<i>In-Car Camera: Video Case Management System Requirements</i>					
1	A	Ability to export a recording and/or to produce a portable recording (i.e., record to DVD and have the ability to encrypt the file or prove authentication if challenged in court. Recording playback shall be in non-proprietary format.			
2	B	State, based on the past experience in other policing agencies, expected data volumes and transfer rates			
3	C	Application must be able to store and manage video files into case files defined by a minimum of five different categories. Those categories must be customer defined			
4	A	Case files must be able to also manage other digital media types			
5	A	Data compression must be open industry standards. The response is to state the data compression rates that are supported by the proposed system			
6	B	The submittal response is to describe in detail the method that will be used to archive and retrieve data			

7	C	The system must be able to provide for file integrity and authentication			
8	A	The server must be capable of connecting to the department's existing network to provide end-user review of stored video with the ability to search, retrieve and playback recordings from all (or designated) network workstations			
9	A	The server and Video Management System must have necessary security levels for users up to administrators			
10	B	Create users by officer's full name and ID number			
11	A	Assign passwords to users			
12	B	Must be Web based meaning no separate software to view application will be accepted			
13	B	Audit trail rights settings			
14	B	File rights controls/security settings			
15	A	Assigning security levels based on user needs (viewing to administrator rights)			
16	B	Searching capable, but not limited to, the following: 1. based on unit number; 2. officer name; 3. officer ID number; 4. date and time (range or specific); 5. indexing; 6. case number.			
17	C	Audit trails and reports capable, but not limited to the following: 1. view trails based on date and time; 2. user names and ID numbers;			

		3. file access; 4. exporting of files; 5. file security changes; 6. setting changes.			
<u>General Requirements</u>					
1	A	Provide all corrections and system updates as part of maintenance agreement, new major enhancements will be identified at additional charge.			
2	B	End to end, online response time for the central data processing system must satisfy the following performance requirements during normal processing periods: <ul style="list-style-type: none"> • No greater than 1 second 80% of the time for character data • No greater than 2 seconds 95% of the time for character data • No greater than 3 seconds 97% of the time for character data • No greater than 3 seconds for graphical data on hard disk storage • No greater than 15 seconds for graphical data on optical storage 			
3	B	End to end, online response time for the central data processing system must satisfy the following performance requirements during peak processing periods: <ul style="list-style-type: none"> • No greater than 2 second 80% of the time for character data • No greater than 4 seconds 95% of the time for character data • No greater than 5 seconds 97% of the time for character data • No greater than 5 seconds for graphical data on hard disk storage • No greater than 20 seconds for graphical data on optical storage 			
4	C	Please describe your existing performance tests.			
5	B	Provide remote access capabilities as part of support agreement			
6	C	Provide a user group forum for discussion/enhancement requests. Please list timeframe and location for any meetings and listserve, if available.			

7	C	Software updates and Bug reporting available via the internet.			
8	B	Explain how upgrades and new releases are implemented and how customizations may be affected.			
9	B	If the solution is web-based, the site must be compatible with major web browser platforms. Please list compatible web browsers in the Comments field.			
10	B	Client updates are 'pushed' from the server and do not have to be updated at each individual client			
11	C	Software compatible with Internet Explorer Version 10			
<u>Security Requirements</u>					
1	B	Provide table driven security capabilities at several levels of security such as year, location, transaction, user identification			
2	B	Security to allow remote access by authorized individual but will prevent hacking by unauthorized individuals			
3	B	There is an audit trail to track and document all changes, who made each change, and the time of each change			
4	B	Tracking and reporting tools are available to identify attempts at unauthorized access			
5	B	System supports user defined security system that can be implemented at several levels down to the data element level			
<u>Database Requirements</u>					
1	A	Compatible with commercial relational databases; indicate which ones			
2	B	Supports standard query language (SQL)			
3	C	Support user definable table driven format with all tables maintainable by the City.			

Attachment E: Nondisclosure and Confidentiality Agreement

This NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2012, by and between the City of Fredericksburg, a Virginia municipal corporation (hereinafter "City"), and _____, (the "Business Associate").

RECITALS

- A. The Business Associate has been retained by the City to perform certain services on its behalf, specifically, _____.
- B. In connection with the Business Associate's provision of services it will have access to sensitive, confidential, important, and/or proprietary Confidential Information and Protected Health Information (as defined below).
- C. No portion of Business Associate's provision of services requires the capture, acquisition, use, or dissemination of any of the City's information.
- D. City wishes to provide for the confidentiality of the City's information.
- E. Business Associate agrees to these terms as a condition to receiving the contract to perform services for the City.

AGREEMENT

THEREFORE, in consideration of the foregoing, and in consideration of the award of the contract to perform the services referenced above, the Business Associate agrees as follows.

- 1. **Definitions.** For purposes of this Agreement,
 - a. "Confidential Information" will include:
 - i. Full Social Security Number (last 4 digits only are acceptable)
 - ii. Driver's License Number
 - iii. Financial account number or credit/debit card number
 - iv. Criminal history information
 - v. State ID card number
 - vi. Passport number
 - vii. Personally identifiable medical information
 - viii. Secret tax information as described in VA Code 58.1-3

- b. "Business Associate" will include the Business Associate and all successors and assigns, affiliates, subsidiaries (as applicable), and related companies of the Business Associate.
 - c. "Representative" will include the Business Associate's managing members (as applicable), trustees, general partners (as applicable) and financial and legal advisors. The term includes the officers, employees, agents, and contractors of the Business Associate and all persons who have access to Confidential Information by or through the Business Associate.
 - d. "Protected Health Information" will have the same meaning as the term "protected health information" in 45C.F.R. §164.501, limited to the information created or received by the Business Associate from or on behalf of the City.
- 2. **Confidentiality.** At all times, both during and after the termination of its relationship with the City for any reason, the Business Associate and its Representatives will not obtain, retrieve, intercept, acquire, copy, download, use, disclose, or give others any of the Confidential Information in any manner whatsoever, and will hold and maintain the Confidential Information in strictest confidence. The Business Associate will ensure that all proper safeguards are in place to prevent the use or disclosure of the Confidential Information.
 - 3. **Indemnity.** The Business Associate hereby agrees to indemnify the City against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by the City as a result of a breach of this Agreement by the Business Associate or its Representatives.
 - 4. **Protection.** The Business Associate will be responsible for any breach of this Agreement by any of his/her/its Representatives and will, at his/her/its sole expense, take all necessary measures (including but not limited to court proceedings) to restrain his/her/its Representatives from prohibited disclosure or use of the Confidential Information.
 - 5. **Irreparable Harm.** The Business Associate understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of the Agreement may cause the City irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the City will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the City will deem appropriate. Such right of the City is to be in addition to the remedies otherwise available to the City at law or in equity. The Business Associate expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the City.
 - 6. **Survival.** This agreement will continue in full force and effect even after the termination of the Business Associate and the City for any reason.
 - 7. **Successors and Assigns.** This agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will

inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are not assignable.

8. **No Waiver of Rights, Powers and Remedies.** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.
9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
10. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action will be entitled to reimbursement for reasonable attorney's fees and costs.
11. **Counterparts.** This Agreement may be signed in counterparts, which together will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

Business Associate:

Signature

By: _____

Title: _____

Date: _____

Attachment F: Third Party Access Policy

Purpose

The purpose of the City of Fredericksburg Third Party Access Policy is to establish the rules for Third Party access to City of Fredericksburg (herein after “City”) information systems, Third Party responsibilities, and protection of City information.

Scope

This Third Party Access Policy outlines responsibilities and expectations of any individual from an outside source (contracted or otherwise) who requires access to City information systems for the purpose of performing work. This policy also outlines the responsibilities and expectations of City personnel responsible for the contracting and/or supervising of the Third Party. A third party could consist of, but is not limited to: software vendors, contractors, consultants, business partners, and security companies.

Policy

Server Rooms

The Third Party agrees to follow the City **Server Room Access Policy**.

Third Party Policy Guidelines

1. The Third Party agrees to / that:
 - All work shall be scheduled with and pre-approved by the City’s Information Technology Department (herein after “ IT”). Also, all configuration information of any installed software as well as virus checking of that software shall be made available to IT.
 - The Third Party shall have access only to City information that has been pre-approved by IT.
 - Meet the following minimum security requirements (i.e. method for remote access).
 - o Any remote support connection must be encrypted with a minimum of AES128 bit encryption.
 - o Any remote support connection must have an inactivity timeout with a maximum of 15 minutes.
 - o Any remote support connection must be configured to allow the City of Fredericksburg to monitor the remote session.
 - o Remote support access shall follow the minimum amount of rights to complete their responsibilities.
 - o Remote support access must be configured in a way that the City can disconnect at any time.

- o Remote support access from a Third Party must have an up to date and operational virus /malware scanner.
 - o Remote support access from a Third Party must also be secured by either a software based firewall installed on the computer or a hardware based solution. It must be up to date and operational.
 - o Any special considerations must be approved by IT.
 - City information shall be guarded by the Third Party. Signing of a **Non-Disclosure Agreement** is required.
 - o This includes the disclosure of confidential information to anyone, including City staff (ex. Passwords).
 - The Third Party agrees to use City information only for the purpose of performing work for the City. Any City information acquired by the Third Party shall not be used for the Third Party's own purposes or divulged to others.
 - Without the City's written permission, no one may extract, use or reuse all or any part of the database, judged quantitatively or qualitatively, in a manner that conflicts with the normal exploitation of the database in actual or potential markets. This prohibition applies whether the database is misappropriated all at once or through repeated or systematic, small takings, and whether the defendant takes the database personally or does so through agents or contractors.
 - Specific prohibited acts include using all or any part of the contents of the protected database (1) in a directly competitive product or service; (2) in a product or service that directly or indirectly competes in any market which the database owner has a demonstrable interest or expectation of entering; (3) in a product or service marketed to those who would otherwise be expected to be customers for the original database; or (4) by or for multiple users within an organization who may "piggyback" additional uses or additional users not in concert with the original authorization by the owner.
2. The Third Party must comply with all applicable City standards, agreements, practices and policies, including, but not limited to:
- Acceptable use policies.
 - Software licensing policies.
 - Safety policies.
 - Auditing policies.
 - Security policies.
 - Non-disclosure policies.
 - Privacy policies.

(Copy of policies available upon request)

3. The City shall provide an Information Technology point of contact for the Third Party whether it is one person from the IT department or an interdepartmental team. This point of contact shall liaise with the Third Party to ensure they are in compliance with these policies.
4. The Third Party shall provide the City with a list of all additional Third Parties working on the contract. The list must be updated and provided to the City within 48 hours of any staff changes.
5. Third Party access to systems must be uniquely identifiable and authenticated, and password management must comply with the City's **Password Policy**. Managing connectivity with partner networks can be handled different ways depending on what technologies are in place (i.e. encryption, intrusion detection, DMZ architecture).
6. Any Third Party computer/laptop/tablet PC, or other device, that is connected to the City's systems must have up-to-date virus protection and patches. The Third Party shall be held accountable for any damage to the City's network and/or data should it be determined that the incident was directly related to that Third Party's access.
7. If applicable, each Third Party on-site employee must acquire a City ID badge that must be displayed at all times while on the premises. The badge must be returned to the City upon termination or completion of a contract.
8. Upon request, each Third Party shall ensure and provide documentation that their employees that have access to City confidential information have been cleared to handle that information.
9. Upon request, an explanation of how City information shall be handled and protected at the Third Party's facility/site must be provided.
10. Third Party employees must report all security incidences to City IT personnel.
11. The Third Party must follow all applicable change control procedures and processes.
12. All software used by the Third Party in providing service to the City must be properly inventoried and licensed.
13. All Third Party employees are required to comply with all applicable auditing regulations and City auditing requirements, including the auditing of the Third Party's work.
14. Regular work hours and duties shall be defined in the contract. Work outside of defined parameters must be pre-approved in writing by IT.
15. All Third Party maintenance equipment on the City's network that connects to the outside world via any communication path shall remain disabled except when in use for authorized maintenance.
16. The Third Party's major accomplishments must be documented and available to City management within 48 hours. Documentation should include, but is not limited to events such as:
 - Personnel changes.

- Password changes.
 - Project milestones.
 - Deliverables.
 - Arrival and departure times.
17. Upon departure of the Third Party from the contract for any reason, the Third Party shall ensure that all confidential information is collected and returned to the City or destroyed within 48 hours. The Third Party shall also provide written certification of that destruction within 48 hours. All equipment and supplies must also be returned, as well as any access cards and identification badges. All equipment and supplies retained by the Third Party must be documented and authorized by the City IT Department.
18. The City may perform an impact analysis of other business-critical functions, once work has begun by the Third Party.
19. The City may monitor system and network log files.
20. The City shall eliminate Third Party physical access to facilities after the contract has been completed or terminated. The following steps must be performed:
- Remove Third Party authentication and all means of access to systems.
 - If needed, ensure that incoming e-mail is re-routed to an appropriate person.
 - Archive any Third Party software configuration, and transfer ownership to designated internal staff.
 - Obtain a written statement from the Third Party that any software created and/or installed by the Third Party is free of viruses and any other malicious code.
21. The Third Party agrees that:
- Electronic self-help shall not be used to prevent the City's use of Systems and that the City shall only be deprived of the use of Systems by order of a court of competent jurisdiction.
 - The Application Software shall not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this Agreement.
 - They shall not introduce any restraints at a future date via remote access, software update or any other means without first obtaining approval from the City in writing.
 - No limitation of liability or consequential damages shall apply to a breach of the aforementioned provisions.

Non-Compliance

Violations of this policy shall be treated like other allegations of wrongdoing at the City of Fredericksburg. Allegations of misconduct shall be adjudicated according to established procedures. Sanctions for inappropriate use on the City of Fredericksburg's systems and services may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of system access;
2. Determination of breach of contract;
3. Termination of contract; and/or
4. Legal action according to applicable laws and contractual agreements, including action to recover monetary damages for breach of contract.

Third Party User Agreement

I have read and understand the Third Party Access Policy. I understand if I violate the rules explained herein, I may face legal action according to applicable law.

Name: _____

Signature: _____

Date: _____

Attachment G: System Acceptance Certificate

The undersigned, Suzanne L. Goodman, under that certain Contract for Procurement of an Emergency Notification System dated _____ having an original value in the amount of \$ _____ with Contractor, hereby acknowledges receipt in good condition of all of the described in said Contract this _____ day of _____, 201_, and hereby certifies that Contractor has fully and satisfactorily performed all covenants and conditions to be performed by it under said "Acceptance Testing of System" of this contract. Acceptance of the System does not relieve Contractor of any of the warranty, maintenance or support obligations contained in the Contract. Further, the City of Fredericksburg hereby confirms that it will commence payment as specified herein with the payment being due _____.

CITY OF FREDERICKSBURG, VIRGINIA

By:

Suzanne Goodman, Chief Information Officer, City of Fredericksburg